

STATE OF NEW HAMPSHIRE  
PUBLIC EMPLOYEE LABOR RELATIONS BOARD

*Refusing to pay \$500 stipend to  
Martha Leck  
LD teacher same as  
being pd. other LD's*

PEMBROKE FEDERATION OF TEACHERS,  
LOCAL 2427, AMERICAN FEDERATION OF  
TEACHERS, AFL-CIO

Complainant :

CASE NO. T-0249:1

and :

DECISION NO. 780029

PEMBROKE SCHOOL BOARD  
PEMBROKE, NEW HAMPSHIRE

Respondent :

Before: Edward J. Haseltine, Hearing Officer,  
June 6, 1978

*PELRB  
will not extend  
grievance  
procedure to decide  
all grievances*

HEARING OFFICER'S DECISION AND

RECOMMENDED ORDER

On April 13, 1978, the Pembroke Federation of Teachers, Local 2427, AFT, AFL-CIO, filed a complain of improper practice charges alleging the Pembroke School Board violated RSA 273-A:5, I(e), (g), (h) and (i), by refusing to pay Ms. Martha Leck an annual stipend of \$500, stipend being paid to other Special Education Teachers during the school year 1977-78.

The Federation requested retroactive payment to Ms. Leck for the previous two years for which she did not receive the stipend.

1. Ms. Martha Leck was hired in 1975 as a Learning Disability Teacher at a salary level of a regular teacher in accordance with the contract, and she stated she understood the terms and conditions of her employment. She further stated that at no time was the subject of a stipend discussed.

2. Ms. Leck continued her duties as a teacher in Learning Disability in 1976, again with no reference on her part or the Superintendent's, or the School Board, as to the stipend payment.

3. All parties agreed that Ms. Leck was qualified in every respect and was in fact performing her assignment as a Learning Disability teacher in a creditable manner.

4. Evidence was presented that Ms. Leck was eminently qualified by education and training as a Special Education teacher and could meet all requirements to teach as such under RSA Chapter 186-A entitled "Program of Special Education", however even though Ms. Leck qualified as a Special Education teacher she was specifically employed as a Learning Disability teacher.

5. In 1977, certain teachers were employed by the Pembroke School Board as Special Education teachers and were paid a \$500 stipend in addition to their regular salary. Upon discovery of this fact, Ms. Leck was of the opinion that she was entitled to the stipend and filed a grievance under Article IX of the contract.

6. Evidence was presented concerning the policy of the School Board regarding the authority granted the Superintendent in awarding the stipend.

7. Under direct questioning by Attorney Leslie, Ms. Leck testified that at time she was hired she was expected to be, and was, employed as a Learning Disability teacher, and did not expect to be a Special Education teacher and she did not know of the stipend payment. When questioned by AFT Representative Wells, she reaffirmed the above and stated she filed a grievance with the School Board in accordance with Article IX.

8. All parties agreed that the grievance procedure had been followed as specified in the contract and further that Ms. Leck did not prevail in securing payment of the stipend.

9. The subject of stipend payments had never been the subject of negotiations at any time.

10. Testimony was presented concerning the hiring of certain Special Education teachers and the payment of the \$500 stipend to them by the Board and further differentiated the difference in titles, Learning Disability teacher versus Special Education teacher and supported the argument that the stipend was paid only to Special Education teachers.

11. Testimony at the hearing forced the conclusion that the School Board had bargained in good faith. The subject of the stipend was never on the negotiating table at any time with Pembroke teachers. The School Board had adhered to a long established policy of stipend payment although one error in stipend payment was discovered and corrective action had been taken. The much discussed RSA, Chapter 186-A, appears to have been complied with. The grievance procedure has been followed to the letter of the contract, the result of which was unsatisfactory to the grievant in that she did not receive as a result of the process her sought after stipend payment.

12. For this examiner as a representative of PELRB to attempt to second guess a decision arrived at through the negotiated grievance procedure and would be an extension of the contract wording which is not written in the present agreement. Therefore, it must be concluded that the parties were satisfied with the agreement as it existed, being the result of across the table negotiations.

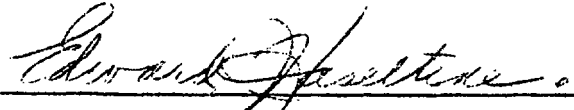
#### CONCLUSION

- A. Any change in the workability of a grievance procedure must be the subject of good faith negotiations by both parties.
- B. The subject of stipend payments is properly the subject of negotiations and should be disposed of at the table.
- C. Ms. Leck, without a question of doubt, understood the conditions of her employment at the time of her acceptance of her contract.

- D. The Grievance Procedure was spelled out in the contract and was followed to the letter by both parties. A negotiated contract speaks for itself and resulting decisions from procedure spelled out therein must become binding on the parties.

ORDER

The Unfair (Improper) Practice Charge filed by the  
Pembroke Federation of Teachers, Local 2427, AFT, AFL-CIO  
against the Pembroke School Board is hereby dismissed as  
ungrounded.

A handwritten signature in cursive script, reading "Edward J. Haseltine", is written over a horizontal line.

EDWARD J. HASELTINE,  
Hearing Officer

Signed this 5th day of July, 1978.